**Request for Proposal on ICT@School**

**Name of work- Implementation of ICT in 1000 Schools across the State of Bihar**

**RFP NO. : BSEIDC/PI/05/2011-397 DATE: 01-12-2011**

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| --- | --- |
| **NAME OF WORK** | :For supply, installation and maintenance of I.T. Infrastructure (Establishment of Computer Lab, Hardware including desktops, PC-Sharing Kit, Networking equipment, Operating System (GUI) / Office Suite and Application Softwares, furnitures and trainer etc) in the Schools across rural and urban areas of the State in an efficient and effective manner on Build Own Operate and Transfer Model (BOOT).**Important Dates**1. **Sale of RFP document/ downloading : From 12-12-2011**
2. **Pre- Bid Meeting : 24-12-2011 at 3.30 pm**
3. **Last Date of Bid Submission : 11-01-2012 at 3.30 pm**
4. **Technical Bid opening : 11-01-2012 at 4.00 pm**

Venue –For Pre-bid MeetingBihar State Educational Infrastructure Development Corporation,Shiksha Bhawan. Bihar Rajbhasha Parishad Campus,Acharya Shiv Pujan Sahay Path,Patna, Bihar –Pin Code-800004,For technical bid openingBihar State Educational Infrastructure Development Corporation,Shiksha Bhawan. Bihar Rajbhasha Parishad Campus,Acharya Shiv Pujan Sahay Path,Patna, Bihar –Pin Code-800004,Note: All the queries, proposals and correspondence to be addressed to the following authority The Managing Director,Bihar State Educational Infrastructure Development Corporation,Shiksha Bhawan. Bihar Rajbhasha Parishad Campus,Acharya Shiv Pujan Sahay Path,Patna, Bihar –Pin Code-800004,Tel No: - 0612- 2910314; Fax No: - 0612-2660850Email*: bseidc@gmail.com* |

**SECTION -1**

**PREFACE AND PROFILE**

* 1. The ‘ICT @ schools’ scheme is a window of opportunity to the learners in the Government aided Secondary and Sr. Secondary schools in the country to bridge the digital divide. The scheme is a comprehensive and well thought-out initiative to open new vistas of learning and to provide a level-playing field to school students, whether in rural areas or in the metropolitan cities.
	2. Government of Bihar is planning to set up Computer Labs in Secondary Schools & Senior Secondary Schools in Bihar. The Computer Assisted Learning Model uses a Network of 10 computers in each school. Genesis behind the project is to provide IT infrastructure at remotest corner of the state schools to fulfill the dream of poor student to use modern age technology in learning curve. Government of Bihar is planning to implement menu base Operating System and Application Software to provide user friendly environment to students.
	3. Objectives
	+ To establish an enabling environment to promote the usage of ICT especially in rural areas. Critical factors of such an enabling environment include widespread availability of access devices, internet/Broadband connectivity and promotion of ICT literacy.
	+ To ensure the availability of quality content on-line and through access devices.
	+ Enrichment of existing curriculum and pedagogy by employing ICT tools for teaching and learning.
	+ To enable students to acquire skills needed for the digital world for higher studies and gainful employment.
	+ To provide an effective learning environment for children with special needs through ICT tools.
	+ Promote critical thinking and analytical skills by developing self-learning skills of the learner leading to student-centric learning.
	+ To promote the use of ICT tools in distance education, including the deployment of audiovisual medium etc.
	1. BSEIDC invites separate set of Proposals from the bidders to establish computer Lab in number of Schools mentioned in Section 7. Bill of materials for the computer Lab is mentioned in the Section 5.
	2. The total 1000 schools in Bihar have been divided into Six zones as below, namely

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Zone** | **Number of Schools** |
| 1 | Zone 1 | 166 |
| 2 | Zone 2 | 172 |
| 3 | Zone 3 | 168 |
| 4 | Zone 4 | 164 |
| 5 | Zone 5 | 163 |
| 6 | Zone 6 | 167 |

Interested and eligible bidders can submit separate price (commercial) bids either for one zone or more than one zone based on the capabilities mentioned in the eligibility criterion in Section 3 term no. 15. However there would be a ceiling of maximum two zones to be awarded to a successful bidder. Detail conditions for the selection of successful bidder/s are given in section 3 term no. 19.

* 1. The Technical and Commercial Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this RFP Document. Bidders are requested to submit single technical bid even if they are applying for more than one zone. Bidders are required to submit separate commercial bids for each separate zone if they are applying for more than one zone.
	2. Bidder shall submit two sealed envelopes containing as part of their response to this RFP:

 **Part I:** One copy of the Technical Bid.

**Part II:** One copy of the Commercial Bid (one for each zone)

**Note:** Both the Parts (I & II) should be enclosed in a separate sealed envelope "**Implementation of ICT in 1000 Schools across the State of Bihar"** with specified details of Zones applied for.

* 1. The last date for submitting the technical and financial Proposal is 11-01-2012 latest by 3.30 pm to the following address which is to be used for all communications with regards to this bid

**The Managing Director**

Bihar State Educational Infrastructure Development Corporation

Shiksha Bhawan. Bihar Rajbhasha Parishad Campus

Acharya Shiv Pujan Sahay Path,

Patna, Bihar –Pin Code-800004

Tel No: - 0612- 2910314

Fax No: - 0612-2660850

e-mail:- *bseidc@gmail.com*

Web Site: - *www.bseidc.in*

# **SECTION- 2**

**LETTER OF INVITATION**

Date of Issuance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ref. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

Bihar State Educational Infrastructure Development Corporation invites proposals for supply, installation and maintenance of IT Infrastructure (Establishment of Computer Lab, Hardware including desktops, PC-Sharing Kit, Networking equipment, Operating System (GUI) / Office Suite and Application Softwares, furnitures and trainer etc) in the Schools across rural and urban areas of the State in an efficient and effective manner on Build Own Operate and Transfer Model (BOOT) for ICT education project (ICT@SCHOOL PROJECT) for a period of Five years. More details on the services to be provided are in the RFP Document.

You are requested to go through the document carefully and submit your proposals as per the instructions and guidelines given in the RFP document.

Yours sincerely,

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## Note: Kindly submit a copy of this during Bid Submission without which your bid might be rejected.

## SECTION – 3

**INSTRUCTIONS TO THE BIDDERS**

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submission of a Bid not substantially responsive to the RFP document in every respect may result in the rejection of the Bid. The bids should be submitted in two parts as mentioned hereunder:

1. **Technical Bid**
2. The copy of tender document fee receipt if the tender document has already been purchased. In case bidder has downloaded the tender document from internet, a Demand Draft from any Nationalized / Scheduled Bank for Rs.10,000/- is enclosed.
3. A letter on the bidder’s letter-head
4. Describing the technical competence and experience of the bidder,
5. Certifying that the period of validity of bids is 180 days from the last date of submission of bid, and
6. Undertaking that the bidder is quoting for all the items (including services) mentioned in the tender.
7. Undertaking that the bidder has not been blacklisted in any State / Central government Department or Agency or PSU
8. The profile of the bidder as per the format given in Appendix- 2
9. Audited annual financial results (balance sheet and profit & loss statement) of the bidder for the last three financial years. ( template provided in Appendix 3)
10. The bid security in the form of a Demand draft / Bank Guarantee issued by a Nationalized / Scheduled Bank, in favour of Bihar State Educational Infrastructure Development Corporation for the amount corresponding to the zones quoted.
11. Bidders to provide references of their proposed shared computing solution being under full use for at least more than one year in minimum 1000 Govt. schools in India as on 31/03/2011.
12. Reference list of major clients (using equipment/services similar to the present requirement of Bihar State Educational Infrastructure Development Corporation).
13. Solvency Certificate from Bank
14. Power-of-attorney in favor of the person signing the bid granting the authority to sign on behalf of the bidder.
15. Permanent Account Number (PAN), Service Tax Registration Certificate, Sales Tax Registration, VAT, Copies of Income Tax Returns filed during last 3 financial years.

Bidders should enclose full details of all the equipment and services offered as well as their latest equipment and services available with full documentation and descriptive literature supplementing the description and point out any special feature of the equipment and services. All documents are required to be in English.

1. **Price bid**
2. Bid letter as per the format given in Appendix- 6
3. Price bid as per the format given in Appendix- 7
4. Bill of Material (BOM)

## Pre-bid Conference (PBC)

1. Bihar State Educational Infrastructure Development Corporation shall hold a pre-bid conference (PBC) after the sale of the RFP document as per schedule mentioned in this RFP. In this PBC, BSEIDC would receive the clarifications sought by the bidders with regard to the RFP document and the project and will host a corrigendum if accepted.
2. BSEIDC will entertain queries of and clarifications sought by only those bidders who have purchased this RFP document as on PBC date. Only those bidders who have purchased the RFP document are welcome to attend the PBC, even if they do not have any specific queries.
3. BSEIDC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The minutes of the PBC shall be circulated by BSEIDC to all those companies who have purchased this RFP document and also host the same on the website of education department, Govt. of Bihar. To help BSEIDC in doing so please communicate your contact details including email id and phone/fax numbers.

## Amendment of Bid Documents

The amendments in any of the terms and conditions including technical specifications of this RFP document will be notified in writing either through post/ fax/ email to all prospective bidders who have purchased the tender documents and will be binding on them.

## Cost of Bid Document

The cost of Bid document is `10,000/-(Ten Thousand Only) per zone, the document can be purchased from the office of **Bihar State Educational Infrastructure Development Corporation (BSEIDC)**, Patna during office hours. If downloaded from the website, the requisite Bank Draft shall have to be paid at the time of submission of the bid.

## Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including the cost of presentation for the purposes of clarification of the bid, if so desired by the BSEIDC**.** BSEIDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

## Bid Security i.e. Earnest Money Deposit (EMD) for each bidding zone

1. The bidder shall have to furnish an amount of `50 lac per zone as Earnest Money Deposit. This should be placed in the envelope which contains the Technical Bid.
2. The Bid security shall be in Indian Rupees (`) and shall be a Demand Draft / Bank Guarantee in favour of **‘*Bihar State Educational Infrastructure Development Corporation Ltd*.’**, issued by a Nationalized/Scheduled bank in India and shall be valid for at least 6 (six) months, however no interest shall be payable on Bid Security under any circumstance.
3. Unsuccessful Bidder's Bid security shall be discharged or returned after selection of successful bidder.
4. The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement and submission of PBG.
5. The Bid security will be forfeited at the discretion of BSEIDC on account of one or more of the following reasons:
	* The Bidder withdraws their Bid during the period of Bid validity
	* Bidder does not respond to requests for clarification of their Bid
	* Bidder fails to co-operate in the bid evaluation process, and
	* In case of a successful Bidder, the said Bidder fails:
		+ to furnish Performance Bank Guarantee; or
		+ to sign the Agreement in time

## Price Bid

1. The Price Bid as prescribed should be filled up and sealed along with enclosures in a separate cover super scribed as **“Price Bid – Envelop 2, Tender No :BSEIDC/PI/05/2011-397 for zone \_\_\_\_\_\_\_\_ (One for Each Zone).**
2. The prices quoted by the bidder shall be in sufficient detail to enable the **BSEIDC** to arrive at the price of equipment/system offered.
3. The covers received without superscription are liable for rejection. The tenders not submitted as specified above will be summarily rejected.
4. If any information asked in the RFP document is not available in the Price Bid the bid is liable for rejection.

## Discounts

The Bidders are informed that discount, if any, should be merged with the quoted price. Discount of any type, indicated separately, will not be taken into account for evaluation process.

## Bid validity

The bids shall remain valid for a period of 180 days from the date of submission of tender.

## Submission of Proposals

1. **All the proposals will have to be submitted in hard bound form with all pages numbered, signed and sealed. The Proposal should also have an index giving page wise information of above documents. Incomplete proposal will summarily be rejected.**
2. **No bid will be considered unless and until each page of the bid document is duly signed by the authorized signatory.**
3. The bidder shall also submit the soft copy of Technical and Price Bids on separate CDs duly packed in the respective envelopes.
4. Prices should not be indicated in the Technical Bid.
5. All the columns of the Price Bid shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.
6. **The proposals shall be submitted in two parts, viz.,**
	* **Envelope 1: -** Technical Proposal super scribed as **“Envelope 1 – Technical Proposal for Tender No: BSEIDC/PI/05/2011-397 for zone/s \_\_\_\_\_\_\_\_, From Bidder’s Name and Contact details** containing all technical details and documents. **This envelope should also contain the EMD for all zones the bidder has bid for, failing which the same may be rejected.**
	* **Envelope-2:** Price Bid containing commercial proposal super scribed as **“Envelope 2 -Price Bid” for Tender No: BSEIDC/PI/05/2011-397 for zone/s \_\_\_\_\_\_\_\_,(One for each zone), From Bidder’s Name and Contact details.**
7. The sealed envelopes mentioned above should again be placed in a single sealed main envelope super scribed as **“Bid for ICT@School Project, Tender No: BSEIDC/PI/05/2011-397, for Zone/s\_\_\_\_\_\_\_\_\_\_ NOT TO BE OPENED BEFORE 11/01-2012 at 4.00 PM***,* **From Bidder’s Name and Contact details”** which will be received in the office of BSEIDC up to the due date and time mentioned in the Schedule of Events of this document.

## Language

The Bids and all correspondence and documents relating to the bids, shall be written in English language.

## Late Bids

Any bid received by the BSEIDC after the time and date for receipt of bids prescribed in the RFP document will be rejected and returned unopened to the Bidder.

## Modification and withdrawal of Bids

Bids once submitted can not be modified or withdrawn.

## Bid Forms

1. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be attached and used to convey the information sought.
2. For all other cases, the Bidder shall design a form to hold the required information.
3. BSEIDC ,shall not be bound by any printed conditions or provisions in the Bidder’s Bid Forms

## Local Conditions

1. Each Bidder is expected to fully get acquainted with the local conditions and factors, which may have any effect on the performance of the contract and /or the cost.
2. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding documents. The BSEIDC shall not entertain any request for clarification from the Bidder regarding such local conditions.
3. It is the Bidder’s responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the BSEIDC. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the BSEIDC, on account of failure of the Bidder to know the local laws / conditions.
4. The Bidder is expected to visit and examine the location of Schools and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.

## Eligibility Criteria for bidder

The bidder should qualify the following eligibility criteria:-

1. The bidder can be a firm/ organization/ institute/ company/ corporation/ registered society incorporated in India. Consortium in any form is not allowed.
2. The bidder should have a minimum total turnover during the last three financial years as specified below related to Computer Hardware, information technology products, computer based Education/Computer aided learning and training business in India depending upon the nos. of zone they want to quote.

`**30 Crores** total turnover during the last three financial years if they want to quote for **any single zone**.

`**60 Crores** total turnover during the last three financial years if they want to quote for **any two zones**.

`**80 Crores** total turnover during the last three financial years if they want to quote for **any three zones**.

`**100 Crores** total turnover during the last three financial years if they want to quote for **any four zones**.

`**150 Crores** total turnover during the last three financial years if they want to quote for **any five zones**.

`**200 Crores** total turnover during the last three financial years if they want to quote for **all six zones**.

The copies of the audited annual Accounts for the last three years shall be attached along with the bid. A certificate from a CA stating the turnover from above mentioned income sources should also be enclosed.

1. The bidder should have required experience in implementation of similar projects as on 31/03/2011 on BOOT/BOOM/BOT/turnkey basis in India for any Government/ Public Sector organization/ Institution involving supply, installation & maintenance of computer hardware and related accessories for

250 schools within the last 3 years if they want to quote for **any single zone.**

500 schools within the last 3 years if they want to quote for **any two zones.**

750 schools within the last 3 years if they want to quote for **any three zones.**

1000 schools within the last 3 years if they want to quote for **the four zones.**

1250 schools within the last 3 years if they want to quote for **the five zones.**

1500 schools within the last 3 years if they want to quote for **the six zones.**

1. The bidder should have well established and proven methodology of conducting computer training to teachers/trainers/users and should have imparted computer training to at least

1000 teachers/trainers/ users in the last three years if they want to quote for **any single zone.**

2000 teachers/trainers/ users in the last three years if they want to quote for **any two zones.**

3000 teachers/ trainers/ users in the last three years if they want to quote for **any three zones.**

4000 teachers/ trainers/ users in the last three years if they want to quote for **the four zones.**

5000 teachers/ trainers/ users in the last three years if they want to quote for **the five zones.**

6000 teachers/ trainers/ users in the last three years if they want to quote for **any six zones.**

1. The bidder must bid for all the schools in any of the zones quoted. Partial bidding in any given zone will disqualify the bidder.
2. The bidder should also fulfill the following eligibility criteria:-
3. In respect of the term 2 and 3 of the eligibility criteria, references (contact details, customer completion certificate, customer satisfaction certificate etc) for quoted projects shall be provided. Projects executed by bidder’s group of companies or bidder’s JV companies shall not be considered.
4. The bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the components/products offered in the format given in Appendix 4
5. The bidder should have office in Bihar. In case bidder has no presence in Bihar, bidder shall furnish an undertaking that an office shall be opened in Bihar, with sufficient personnel and inventory of spares within a month of selection as Successful Bidder.
6. The bidder should also submit the copies of company registration certificate, registration under sales tax, valid service tax registration certificate, valid PAN etc. The successful bidder will have to comply with the relevant tax laws of the state.
7. The bidder should not have been blacklisted with any of the Central Government Department and any State Department / PSU on account of corrupt or fraudulent practices.
8. **Eligibility Criteria for Original Equipment Manufacturers (OEMs) and other suppliers**
9. **Desktop PCs**
	1. The turnover of the manufacturer (OEM) of desktop PCs should be minimum average of rupees 100 crores per annum during the last three financial years i.e. 2008-09, 2009-10 & 2010-11.
	2. Experience of more than 5 years in the manufacturing and supply of Desktop PCs.
10. **Printers**
	1. The turnover of the manufacturer (OEM) of printers should be minimum average of rupees 100 crores per annum during the last three financial years i.e. 2008-09, 2009-10 & 2010-11.
	2. Experience of more than 5 years in the manufacturing and supply of printers.
11. **Generator Set**
	1. The turnover of the manufacturer (OEM) of Generator Set engine to be offered should be minimum average of rupees 100 crores per annum during the last three financial years i.e. 2008- 09, 2009-10 & 2010-11.
	2. Experience of more than 5 years in the manufacturing and supply of Generators.
12. **Networking**
	1. In case of networking equipments, the turnover of OEM to be offered should not be less than Rs. 25 crores per annum on average basis during last three financial years i.e. 2008- 09, 2009-10 & 2010-11.
	2. Experience of more than 3 years in the manufacturing and supply of networking equipments.
13. **LCD TV**
	1. The turnover of the manufacturer (OEM)/supplier of LCD TV to be offered should be minimum average of rupees 70 crores per annum during the last three preceding financial years i.e. 2008-09, 2009-10 & 2010-11.
	2. Experience of at least Two year in the supply of LCD TV.
14. **TFT Monitors, Keyboard & Mouse**
	1. The turnover of the manufacturer (OEM)/supplier of TFT Monitors, Keyboards & Mouse to be offered should be minimum average of rupees 70 crores per annum during the last three preceding financial years i.e. 2008-09, 2009-10 & 2010-11.
	2. Experience of at least Two year in the supply of TFT Monitors, Keyboards & Mouse.

## Schedule of Events

|  |  |  |
| --- | --- | --- |
| **Sl. NO** | **Events** | **Date** |
| 1 | Sale/Downloading of Bid Documents | From 12-12-2011 |
| 2 | Pre-bid Conference at the BSEIDC Premises | 24-12-2011 at 3.30 pm |
| 3 | Last date and time of Bid Submission | 11-01-2012 at 3.30 pm |
| 4 | Date and time of opening of the Technical Proposals at BSEIDC Premises | 11-01-2012 at 4.00 pm |
| 5 | Date of opening of the Financial Proposal at BSEIDC premises | Will be communicated to the technically short listed bidders only. |

## Opening of Proposal

The envelope containing technical proposal will be opened first. The Price bid would be opened in presence of technically short listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening shall be as follows:

* + - Technical Proposals
		- Price Bid

## Evaluation

An evaluation committee constituted by BSEIDC will evaluate the Technical and Price bids as per the following pattern.

1. Conditional bids shall be summarily rejected.
2. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
3. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
4. The BSEIDC may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise as mentioned in their Technical or Price bid.
5. Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including project period.
6. Price (Commercial) bids of only those bidders who qualify the technical evaluation will be opened.
7. All other Commercial bids will be returned un-opened. The place, date and time for the opening of the Price bids shall be announced separately to only technical qualified bidders.
8. The bid with the lowest Price (Commercials), (L1) will be considered as the successful bid for the particular zone.

## Deciding Award of Contract

1. The BSEIDC reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Price Bid. If required bidders may give a presentation based on similar projects done in other states, expertise, capabilities and how they are going to execute the project in Bihar. The Bidder shall furnish the required information to BSEIDC and its appointed representative on the date asked for, at no cost to the BSEIDC. The BSEIDC may at its discretion, visit the office / Network Operation Center (NOC) of the Bidder, any time before the issue of Letter of Award.
2. BSEIDC shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, intimating that their Commercial Proposals will be returned unopened after completing the selection process. BSEIDC shall simultaneously notify those Bidders who had qualified the Evaluation process as described in this RFP, informing the date and time set for opening of Price Bids. The notification may be sent by mail or fax.
3. The bidder's names, the Bid Prices, the total amount of each bid, and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the BSEIDC at the opening.
4. The bid with the lowest Price (Commercials), (L1) will be considered as the successful bid for the particular zone.
5. **Maximum number of zones to be awarded to a Single Bidder**

A bidder can quote for any number of zones but will only be awarded a maximum of two zones in normal conditions**.** If one bidder quotes for more than two zones & becomes L1 in more than two zones the same will be put into the panel but will be awarded the job for 3rd or subsequent zone only if L2 & L3 refuse separately to accept the order on L1 rate in the same zone/zones.

## Confidentiality

1. As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
2. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
3. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
4. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
5. The obligations of confidentiality under this section shall survive rejection of the contract.

## Publicity

Any publicity by the bidder in which the name of ICT@SCHOOL Project, Bihar is to be used, should be done only with the explicit written permission from BSEIDC.

## Insurance

The equipment and services supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to BMSP after the project period ends.

## Arbitration

BSEIDC and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, BSEIDC and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Bihar State Arbitral and Conciliation Tribunal Act.

All Arbitration proceedings shall be held at Patna, Bihar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

**SECTION- 4**

# **SPECIAL CONDITIONS OF THE CONTRACT**

The following clauses shall supplement the Instructions to Bidders.

## Site Preparation and Site Survey

As per implementation plan, BMSP shall arrange the necessary minimum constructed rooms/ space for setting-up Computer Lab for the operation of the ICT@SCHOOL Project. The space provided cannot be used for any purpose other than for delivering the services as mentioned in Section 5 as contracted under the Agreement. BSMP shall arrange for necessary clearances, which shall enable the Bidder to undertake electrical wiring, earthing, room lighting (including fan), floor preparation using vinyl flooring, furniture, installation of generator sets, installation of UPS equipment, network cable laying etc., at the respective school sites.

## Acceptance Test

**Acceptance Test:** BSEIDC/ BMSP will appoint an agency/third party for the assessment of the sites/labs set-up by the bidders. The acceptance test of the 20% of the schools allocated to bidder in accordance with the requirements in Section-5 shall be conducted by the appointed agency. After successful testing by the Agency an Acceptance Test Certificate shall be issued by BSEIDC/ BMSP to the Bidder. The test shall include the following

1. All hardware and software items must be installed at particular site as per the specifications given in Section-5
2. Availability of all the defined services shall be verified. The successful bidder shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP document.
3. Detailed test plan shall be defined by the appointed agency in consultation with BMSP.

Any delay by the Bidder in the Acceptance Testing shall render the Bidder liable to the imposition of appropriate Penalties.

In the event the Bidder is not able to complete the installation at School site as per the schedule defined by BSEIDC due to non availability of site, the Bidder and BSEIDC may mutually agree to redefine the completion dates so that the Bidder can complete installation and conduct the Acceptance Test within the extended timelines.

**Note: The bidder has to complete at least 50 Schools in one lot in the zone for acceptance test.**

## Performance Security for Operations

Within 15 days of the issuance of LOI the Bidder shall furnish Performance Guarantee to BSEIDC in the format of Bank Guarantee (From any Nationalized/Scheduled bank) for an amount equal to 10% of the total Project Value, valid for 5 years. BSEIDC may forfeit the Performance Guarantee for any failure on part of Bidder to complete its obligations under the Agreement. The Performance Guarantee shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by a scheduled bank located in India with at least one branch office in Patna in the format provided by BSEIDC. The Performance Guarantee shall be returned to the Bidder within 30 days of the date of successful discharge of all contractual obligations at the end of the period of the Agreement by BSEIDC. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

## Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labor disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify BSEIDC in writing of such condition and the cause thereof. Unless otherwise directed by BSEIDC, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

1. **Payment Terms**

Payment for Goods and Services shall be made in Indian Rupees as follows:

**a) PART I: Payment for Hardware, Software and connected accessories:**

1. On completion of successful inspection of the supplied hardware & software & installation of hardware and software and connected accessories and receipt of certificate of installation from the concerned School Principals & DEO of respective district, 30% of the total value of Hardware part will be paid to the contractor
2. Remaining 70% will be paid to the contractor in 20 equal installments once every three months subject to satisfactory performance. Bidder need to furnish the quarterly performance reports signed by the concerned School Principals with the Quarterly invoices. The payment will also be subject to the quarterly performance review report submitted by a third party appointed by BSEIDC, if any.
3. All payments will be subject to tax as applicable at the prevailing tax rates and TDS as per applicable rules will be deducted.

**b) PART II: Providing Computer Education Services (man-power etc.):**

1. No advance payment will be made
2. The cost of Providing Manpower Services, managing School infrastructure, coordinating the Project will be paid to the bidder in 20 equal installments once every 3 months. The payment becomes due on the satisfactory completion of service every quarter and shall be paid at the beginning of the succeeding quarter. The first quarter will start on the date of completion of installation of hardware, software & connected accessories for which the receipt of certificate of installation from the concerned school Principals. The payment will also be subject to the quarterly performance review report submitted by a third party appointed by BSEIDC/ BMSP, if any.

**c) PART III: Teacher Training**

1. On completion of the Teacher Training: 100 % of the contract price for teacher training will be released on submission of invoice after completion of training of the total numbers of teachers assigned.
2. In case the training of the teachers is planned over a period of time, the payments will be released in the proportion of the numbers of teachers trained.

## Representations and warranties

## Representations and Warranties by the Bidder:

1. It is a company/ Organization duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof;
2. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof;
3. It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges, any security interest and adverse claims of any description;
4. The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;
5. There is no pending or threatened actions, suits or proceedings affecting the Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Bidder's ability to perform its obligations under the Agreement; and neither Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
6. The Bidder confirms that all representations and warranties of the Bidder set forth in the Agreement are true, complete and correct in all respects;
7. No information given by the Bidder in relation to the Agreement, project documents or any document comprising security contains any material mis-statement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of BSEIDC or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct;
8. All equipment including material to be installed by the Bidder in the ICT@SCHOOL PROJECT shall be new and the product should not be de-supported or declared end of life within next 5 years. A certificate to that effect should be furnished from OEM. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer’s guarantees.
9. The warranties for all the equipment are valid for 5 years from the date of commissioning of the equipment at school sites.

## Approval / Clearances

1. Necessary approvals/ clearances from BMSP for establishing the Computer Lab in schools shall be provided to the Successful Bidder.

**SECTION-5**

**DESCRIPTION AND SCOPE OF THE CONTRACT**

**(Related to Infrastructure and Manpower services & teacher’s training)**

The Bidder is required

1. To supply, install & maintain computer hardware, software and connected accessories in defined zones.
2. Providing man-power services including Computer Teachers and Project Management Team.
3. Provide training of teachers in schools
4. **Supply of Computer Hardware, Software and connected accessories**
5. Supply of Computer Hardware, Software and connected accessories (must be brand new) and provide maintenance in the specified Government Schools as prescribed in the tender document for a contract period of 5 years.
6. To provide, install and maintain in working condition the hardware, software and necessary infrastructure such as Electrification, LAN cabling, UPS (including batteries & separate cabling for each user), Voltage Stabilizer etc. and get insurance in the name of purchaser at bidder’s cost against theft and fire of the computer hardware and the accessories.
7. To supply following minimum stationary and consumables at each school in the first month of each contracted year to keep each centre up & running.
	* + 2000 Sheets of A4 size paper (Min 70 GSM) per year.
		+ 1 new cartridge and 2 refills per year per Lab for multifunctional printer.
		+ 50 Blank CDs (REWRITABLE) Per year
8. Equip each school with the following minimum equipments as per the specifications prescribed in this tender document:

**I. Equipments**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Item** | **Specification** | **Item****at each Location** |
| 1 | Desktop Computer (Windows based) | X86 architecture, 3.2GHz or higher with 4 dedicated Cores, Minimum 4MB L3 Cache, Compatible chipset with HD graphics, 4GB DDR3 RAM expandable to 16 GBPorts: 1 parallel, 1 Serial, 2 PS/2, 4 USB, 1 SVGA Jacks, 2 Free Full Height PCI slots, 2 SATA controllers 320 GB SATA HDD or higherDVD Combo Drive 18.5” TFT LCD Monitor, 107 Keys Keyboard (PS/2) Optical Scroll mouse with Pad (PS/2) Onboard 10/100/1000 Mbps Ethernet, HD Graphics on chipset, 300 Watt or above, Speaker set, Web Camera, dust cover | 2 |
| 2 | Access Device | * Multibox device which allows 6 users to share a single host PC through a share computing PC-Sharing kit (which includes one full height PCI Card, Virtualisation software, access devices with speaker output, PS/2 Mouse and PS.2 Keyboard output. SVGA Monitor output and RJ45 Connection Port.
* Each access device should be standalone equipment and not integrated with any peripheral like keyboard, mouse, monitor etc.
* Each user should have 18.5” wide TFT (TCO ‘05/FCC-B/CE/EPA/RoHS certified or equivalent), PS/2 Keyboard and PS/2 Mouse.
* The access device should be integrated with Host PC via CAT 6 cable with support up to 16mtr/32ft.

Each user should have independent desktop environment.User experience on shared terminal should be substantially the same as on the host PC (Boot time, Login Experience, Responsiveness (Mouse, Keyboard, application start-up and execution), Graphics/Multimedia, Logout.Power consumption of each access device should not exceed more than 1-2watts. | 9 |
| 3 | Anti VirusValid for whole period of years. | Pre loaded Norton/McAfee/Dr S/Trend Micro/Quick Heal Licensed Version or equivalent | 2 |
| 4 | Laser printer,Scanner & Copier | Multi Functional Laser Printer with facility of print, scan, copy speed 16 PPM or higher, 1200 DPI, 64 MB RAM | 1 |
| 5 | Internet Services for Schools  | Broad Band 512 Kbps Up to 2 Mbps Telecom Services Provider : BSNL / Other Indian Telecom Service Provide | 1 |
| 6 | Networking Components | Non-manageable Switch, Number of port in Switch-8 Data Switching Speed of Switch-100mbps CAT-6 UTP Cable (factory crimped) – as per requirements of the site, RJ 45 Connectors,Information Outlets with Surface mounting Box - As per requirements of the site. Laying of cable with conduit pipe – as per actual | 1 |
| 7 | Wall Clock | ISI mark (branded) | 1 |
| 8 | Genset | **3 KVA single phase Soundless generator** having: **I** ISO-9001:2000 & ISO014000 certification. **ii.** Fuel to be used for D.G sets must be **diesel****iii. Minimum output rating of 3 KVA** operations on single phase with automatic starting within one minute of power failure and a change over switch. It is the responsibility of the bidder to ensure that the generator supplied to school enables continuous running of all computers and equipment including printer, fans, lights etc inside the computer room during the four hours of computer teaching. **iv.** The output voltage of D.G set should vary within the specified limits of **plus or minus 10%.** | 1 |
| 9 | Furniture ( ISI Marks) | **Details about 1 School :**Computer Table:12 units (ISI Mark),600mm x 450mm x 725mm or better with sunmica top having facility for keeping CPU, Monitor, Keyboard and Mouse (pull out tray). Monitor should be fixed with tabletop to avoid damage. Chairs: 30 PVC/ Moulded Chair without arm (ISI Mark) | 43 |
| 10 | Site Preparation(approx300 sq feet) | Electrical Wiring, earthing, Room lighting (including Fan) Dust Free room With floor preparation using Vinyl flooring and False Ceiling, Mild Steel grills for door & windows.  | 1 |
| 11 | LCD TV40” or higher  | 40”or higher LCD TV with Composite AV Port (1 Video & 2 Audio), Brightness: Min. 450 cd/sq. mtrs, Dynamic contrast ratio 30000:1, Full HD 1080P, Resolution: 1920 x 1080, Inbuilt speakers of min. 10 + 10 watts or more, stereo sound, PC input, HDMI Interface, USB/DVI port as a feature to directly run JPG, MP3 & Video files from USB device, SVGA port. 178 degree viewing angle.This TV should be capable to be directly connected to a Computer for Audio-video use in school.This TV needs to be supplied with floor stand/ wall mount with VESA mount capable of horizontal & vertical mount of TV. (MS/SS structure), In case of floor stand should be at least 5 ft. from ground. | 1 |
| 12 | UPS for Desktop PCs & access devices with display units and printer with required battery backup for 5 years.  | 1000 VA, battery12V/7Ah x 2, Line Interactive UPS for single phase AC 145-280VAC input. ISO certified.Separate cabling (with caping casing) to be done for each Desktop/Access Device for the 2 UPS and one for LCD TV. | 3 |
| 13 | Voltage Stabilizer | 3.0 KVA Servo-Stabilizer. Input Range (110V-280V) single phase. | 1 |
| 14 | Software (OS) | * Microsoft Windows 7 Professional AE OLP
 | 2 |
| 15 | Software (Office Suite) | * MS Office Professional PLUS (Under PIL)
 | 11 |

1. **Services:**

One School Coordinator per School

One District Coordinator per district

One Project Manager Per Zone

(Detailed required qualifications given below)

 Teacher Training

Consumable for Genset for running of system for 4 hour per day for 5 years and computer consumables to be taken care of by the bidder.

**Note:** The Bidder may also need to install MIS software/application to be provided by BSEIDC on all the systems to be supplied for the facility management, Infrastructure and asset management, monitoring of the IT education delivery etc. Bidder would also be required to send various reports using this application. Some of the MIS software/ applications will be required to be pre-loaded in the equipments.

**Availability of the infrastructure & penalty for non-performance**

1. **Computer hardware and other peripherals**
2. Onsite maintenance of Equipment
3. H/W & S/W trouble shooting training for teachers/faculty members
4. Help desk services for Hardware, Software related problems
5. Installation of application software & all Educational software

**Responsibilities**

1. The bidder shall ensure repairing / replacement of all faulty material within the shortest possible time thus ensuring minimum downtime, failing which applicable penalty will be imposed.
2. The bidder shall be responsible for maintaining the desired performance and availability of the system/services.
3. If any equipment gives continuous trouble, say six times in one month during the contract period, the bidder shall replace the computer hardware with new one without any additional cost to the purchaser.
4. **Maintenance service** Free maintenance services shall be provided by the Bidder during the period of contract. The maximum response time for maintenance complaint from any of the destinations (i.e. time required for the maintenance engineer to report at the site after the problem brought to the notice) shall not exceed 4 working days (School working days).

During contract period, if the complaint is not attended and resolved within 4 working days(School working days), after lodging complaint for each delayed days following penalty will be deducted

1. For Computer, PCI card, Access device, Cables, LCD monitors, keyboard, mouse, LCD TV, etc the penalty of `**200.00** per delayed day
2. For Peripherals (Printer/UPS/Voltage Stabilizer) or networking components the penalty of `**100.00** per delayed day If the bidder fails to keep the equipments in the working conditions the penalty will be recovered against / from performance bank Guarantee submitted by the bidders/ Quarterly Payment.

**Guideline for complaint redressal:**

1. Bidder/contractor has to set up & ensure complaint redressal mechanism so that within 4working days (School working days).from the date of complaint, the user’s complaint get resolved. The school will lodge the complaints to school co-ordinator & update in the complaint register maintained at the school. The format of lodging the complaint need to be devised in consultation with school/BSEIDC in local language.

**2. Manpower**

1. **To provide the following personnel to manage the project on a full time basis zone wise:**
2. The bidder has to appoint one **Project Manager (PM)** at the Zonal level from the starting of the project, for co-ordination and implementation of the project and to provide periodic feedback and reporting to the Government authorities.

Detailed roles & responsibilities are as below:

**Education qualifications:**

* Graduate in any discipline (MBA preferred)
* Minimum 10 years project management experience (5 years in handling such large school implementation projects)

**Roles and responsibilities:**

* + - In charge of the complete project management from the bidder
		- To ensure smooth implementation of the project
		- Monitoring of the performance of school Instructors, District coordinators (DC)
		- Infrastructure maintenance.
		- Conduct Monthly Review meets with the District Coordinators
		- Vendor Management to ensure the Machines are have high uptime
		- To visit Schools on regular basis to check the execution
		- To get the desired data, reports on time always **and to send monthly report to the education department**
		- To close all RED alerts within 7 days by co-ordinating with DCs and Vendor
		- To schedule Faculty Induction and Technical Trainings
		- Send Monthly reports to Head office and participate in the monthly review

**Principal interface from the vendor with the Govt. throughout the project period**

* To ensure the contractual obligations are met as per agreement
* MIS requirements from the Govt are met
* Liaison with the government for submission of monthly reports, bill and timely collection of payment.
* Interaction with the Govt. on a regular basis to update the progress of the Project

Attend all Quarterly Review meetings

1. One **District Co-ordinator (DC)** for each district, for monitoring and managing the schools at the district level. The District Co-ordinator will be responsible for providing a help desk and maintaining sufficient stock of spares and consumables.

Detailed roles & responsibilities are as below:

**Educational Qualifications:**

* + - Graduate in any discipline
		- 1 year Diploma in Computers or any other equivalent qualification in Computer Science/Computer from a recognized institute.
		- Diploma in Hardware engineering preferred
		- Minimum 4 years experience ( Teaching experience / H/W engineering / customer support preferred)

**Roles & Responsibilities:**

* To review SCs on their performance
* To provide technical support to SC
* To verify maintenance of registers
* To verify equipment uptime
* To collect and verify all reports
* To coordinate maintenance work by vendors
* To send periodic reports to regional office
* To collect sign-off from SCs for the District
* To review school performance in consultation with Head Master (HM)
* To participate in discussions with HM about education delivery
* To conduct education delivery reviews:
* To find a replacement SC within 7 days of a SC’s resignation
* To recruit SC by conducting tech/non-tech tests and interviews
* To conduct Induction or any other training program for SC
* Other district level Project Management
1. Bidder shall provide one full time **School Co-ordinator (SC)** in each school for 60 months (5 years) from the time installing & commissioning hardware.

The School Co-ordinator will be responsible for computer education of students, maintain the hardware, software and accessories at the schools as well as provide assistance to the teachers in the use of the IT infrastructure.

**Education Qualification**

* Graduate in any discipline
* 1 year Diploma in Computers or any other equivalent qualification in Computer Science/Computer from a recognized institute.
* B.Ed from a reputed Institute will be preferred
* Minimum 2 years experience (hardware repairing experience preferred)
* Well versed in basic computer operations

**Prime Roles & Responsibilities**

* Training students and if required teachers on IT skills as per the school syllabus and time table.
* To keep all the hardware and software in operational condition, on the spot training and hand holding of the teachers to enable the teachers to use the computers for computer teaching & also using educational e-content for Computer Aided Learning.
* To arrange the fuel for the Genset in case of electricity failure.

**Important Note:**

1. **All the School coordinators to be appointed by the bidder are required to be certified by BMSP. The mode of certification process would be communicated to the bidder at the time of signing of the contract.**
2. **All school coordinators will be required to be paid at least** `**8000/- per month by the Bidder.**
3. **Payment details, EPF and other statutory requirements should be fulfilled by the Bidder. Bank statement of the school coordinator and other statutory returns for them should be furnished by the bidder.**

**Penalties**

* For each district, one District Coordinator needs to be appointed. Each District Coordinator is expected to visit each school at least once in 3 months. If any school is not visited by the district Coordinator during the relevant quarter of the school, then a penalty of `500 per school for each of the Schools not visited will be levied on the service provider.
* School coordinator is allowed to take 2 leaves per month. In case of a school coordinator is absent from the school for more than 2 days in any month, the bidder needs to arrange alternative school coordinator failing which a penalty of `200 per day would be levied on bidder for each day exceeding 2 days the SC is absent.

**3. Providing Training to Subject Teachers:**

**Objectives of Training**

The trainee becomes capable of using computer for normal operation & installing, operating & using the software.

1. The trainee understands the manner in which the topic is dealt with the answer questions/queries from students on the topics.
2. The trainee should be able to make his/her own lesson plans using the MIS software developed by the Bidder and using the Internet facility available in the school.
3. The training should be hands-on—with the help of computers and software (educational) developed.
4. The Training should include presentation/discussion on the topics by subject experts also.
5. A teachers’ manual should be made available to all the trainees.
6. Expected set of questions/answers should be provided at the end of the training.

**Training Delivery**

**The training shall be conducted at the district head quarters/ DIETS/School and duration of training is as follows:**

1. Total number of training days- 10 @ Minimum of 4 hours training per day.
2. Familiarisation with equipments and software including Operating Systems etc.; basics of Computer Operation
3. Usage of common software application – word processor, presentation software, spreadsheet, internet, emailing, surfing and browsing etc.
4. 1:2 computer training ratio should be mentioned for every training program
5. Refresher training program of 1 day should be undertaken every three month at respective School.

**The agency will have to get their training module ratified by the Technical Advisory Panel of the BMSP.**

* 1. At least 10 teachers from each school needs to be trained.
	2. Each training programme will have maximum 30 persons.
	3. BSEIDC will provide training space for the training of teachers. Other necessary infrastructure such as computing equipments and other arrangements would be provided by the bidder. The bidder will have to also provide the requisite faculty and other learning resources required for the effective conduct of the training.

**4. Duration of the Contract**

The duration of the Contract period for this programme will be **5 years**. The duration spent for installation of Hardware and Software (Multimedia based content) will not be a part of contract period. Hence the actual contract period starts after the successful installation of hardware and software & completion of deployment of all manpower required.

1. **Other conditions**
2. The Contractor shall only use licensed versions of the software and shall be held liable for any consequent action arising out of patent/intellectual property right violations and the BSEIDC shall not be liable for any liabilities or damages arising there of.
3. The bidder will report to BSEIDC/ BMSP on day to day basis for the progress/implementation of the project & inform the progress of the implementation schedules & milestones achieved.
4. The Bidder will be required to establish their Project Coordination Unit in zonal head quarter, with adequate decision-making authority, for day-to-day coordination with the BSEIDC/ BMSP. Any advice of the BSEIDC/ BMSP will have to be responded within a period of 3 (three) working days.

**Related Information**

1. Separate room for Computer lab required to install all computer systems will be provided by the Government / School free of cost.
2. School will provide single phase power connection. However, the internal electrifications with proper earth link and LAN cabling within the computer lab will be responsibility of the bidder. The bidder must ensure necessary safety provisions being taken while carrying out electrification within the lab to avoid any unforeseen event.
3. School will pay for the electricity consumption made by the computers and accessories used in each school under this contract. However the cost of fuel for the generator set will be borne by the bidder. When electricity is not available the bidder will ensure minimum four (4) hours of generator support per working day.
4. All the computer systems, software and other equipment, fittings, furniture & fixtures supplied to the school for setting up and conducting training classes shall become the property of Government of Bihar after the end of the contract period.
5. The successful bidder/contractor shall give on-site warranty for Computer Hardware, Software and connected accessories covering the contract period of 5 years.
6. The removal of Virus/ Malware/ Trojan/ Worm from the supplied desktops would be the responsibility of the successful Bidder/Contractor.
7. The bidder has to monitor the implementation of the scheme at the school level, install MIS software and submit periodical reports and also submit Quarterly Performance reports to the department.
8. The bidder has to establish Help Desk facility for the redressal of operational difficulties BSEIDC may appoint third party agency for inspection and audit to measure the success of the project during the tenure of the project and successful bidder need to share all the information and co-operate with third party monitoring agency during the period of contract.

**SECTION-6**

**OTHER CONDITIONS OF CONTRACT**

**A. IMPLEMENTATION SCHEDULE:**

Installation, testing and commissioning of Computer Systems and accessories shall be completed as per the following schedule:

|  |  |  |
| --- | --- | --- |
| a) | Signing of Contract | Day 01 |
| b) | Commissioning of the Systems | 90 days from the date of site readiness of the school |
| c) | Deputing manpower as asked | Within 105 days from the signing of Contract |
| d) | Teacher Training | To be started after the installation of the hardware & content in the schools have been completed |

## B) ASSIGNING OF THE CONTRACT IN WHOLE OR IN PART

The contractor shall not assign the contract in whole or in part, the benefit or burden thereof to any other person or persons or organization. No under letting or subletting to any persons or organization for the execution of the contract or any part thereof is permitted.

**C) Other Terms**

1. Please enclose the ISO 9001:2000 certificate of the following items

Desktops PC

Access Devices

Ethernet Switches, UTP Cable

Printers

UPS

Voltage Stabilizer

1. Please provide the documents related to hardware/equipments OEMs and suppliers’ eligibility criteria as mentioned in the eligibility criteria of OEMs in Section-2.
2. Successful bidder & its supplier have to submit the full bill of material details of machines i.e. the selected bidder & its supplier should provide a CD containing serial numbers of each PC being supplied along with the corresponding unique identification numbers for the following internal components used in each of the PCs :-

**(a)**. Hard Disk **(b)**. Optical Drive

**(c)**. SMPS **(d)**. Motherboard

**(e)**. Memory Module

1. Successful bidder has to paste non-removable sticker on Desktop, Access Devices, UPS/ Voltage Stabilizer, Genset, LCD TV, Printer, with details of bidder’s name, address, contact detail, service centre/ help line number and warranty expiry date.

**D) Course**

* 1. Duration of the course will be based on each Academic year.
	2. Teaching hours for IT Courses in each Class will be decided by Head Master/Principal of schools within the working hours.
	3. Course curriculum under this project would be based on NCERT guidelines and Bihar Board/CBSE syllabus and will be decided by BMSP.

**E) Miscellaneous**

1. The successful bidder/contractor shall maintain the hardware, software and connected accessories in proper working condition throughout the contract period.
2. The students/teachers shall not be charged any fee by the contractor.
3. The normal school hours will be between 09.00 A.M and 5.00 P.M. subject to any variations at district or school level as may be intimated from time to time.
4. The Bidder shall impart teacher training in Hindi as the medium of instruction.
5. The project duration shall be 5 years. Every quarter the BSEIDC/BMSP will review the performance of the bidder.
6. Bid with incomplete information OR not in accordance with instructions or without Bid Security & bid processing fees are liable to be rejected.
7. Competent Authority will have the right to inspect the schools of the Bidder already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the bidder.
8. The implementation schedule specified in the Contract shall be strictly adhered to.
9. BSEIDC reserves the right to award the contract to more than one Bidder and fix the number of schools & geographical area to different bidders based on the financial, technical and service capability of the Bidder.
10. No equipment shall be removed from the school premises by the selected bidder without the concurrence of the School Head Master including for the purposes of replacement, services etc.
11. The Computer centre must be available for inspection by the competent authority of Govt. of Bihar/BMSP/BSEIDC, anytime during the project period.
12. Adequate care shall be taken by the selected bidder for the safety and security like Insurance, Watch and Ward etc in respect of the materials supplied to school.
13. No. & List of schools & Districts in Zone may change before the signing of the contract at the discretion of purchaser.
14. The employee of the bidder will not claim any employment with purchaser department during or after the contract period.
15. The bidder/contractor has to observe all statutory compliances like Service tax, Minimum wages act etc. of Govt. of Bihar and Govt. of India as and when applicable during the contract period.
16. Any disruption in the services and cost arising from the same due to such non-compliance will be sole responsibility of the bidder/contractor.

# **SECTION-7**

# **Zone wise Distribution of Schools *(needs to be defined by the department)***

| Name of Zone | District Name  | No. of Schools  |
| --- | --- | --- |
| **ZONE 1.** | Purnea | 20 |
|  | Araria | 16 |
|  | Kishanganj | 9 |
|  | Katihar | 20 |
|  | Banka | 21 |
|   | Bhagalpur | 38 |
|   | Madhepura | 17 |
|  | Munger | 25 |
|  | **Total** | **166** |
| **ZONE 2.** | Saran | 43 |
|   | Siwan | 32 |
|   | Samastipur | 38 |
|   | Gopalgunj  | 21 |
|  | Muzaffarpur | 38 |
|   | **Total** | **172** |
| **ZONE 3.** |  Nawada | 22 |
|   | Lakhisarai | 15 |
|   | Shekhpura | 10 |
|   | Jamui | 16 |
|   | Khagaria | 14 |
|  | Saharasa | 16 |
|   | Begusarai | 25 |
|   | Nalanda | 50 |
|  | **Total** | **168** |
| **ZONE 4.** | Darbhanga | 27 |
|  | Supaul | 17 |
|  | West Champaran | 22 |
|  | East Champaran | 32 |
|  | Sitamarhi | 21 |
|  | Madhubani | 41 |
|  | Shivhar | 04 |
|  | **Total** | **164** |
| **ZONE 5.** | Bhojpur | 40 |
|   | Buxar | 24 |
|   | Rohtas | 40 |
|   | Kaimur | 15 |
|   | Aurangabad | 31 |
|   | Arwal | 13 |
|   | **Total** | **163** |
| **ZONE 6.**  | Gaya | 44 |
|  | Vaishali | 31 |
|  | Patna | 77 |
|   | Jahanabad | 15 |
|   | **Total** | **167** |

##

## Appendix -1

## Bid Letter (Technical)

Date: dd/mm/yyyy

To,

<< Address Of the Tenderer>>

**Reference:** Tender Number ……. Dated ……

Sir,

We hereby declare:

1. We are the authorized partner of the manufacturers of the hardware equipment proposed in our solution.
2. That we are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Bihar State Educational Infrastructure Development Corporation.

We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached Price Bid.

In the event of acceptance of our bid, we do hereby undertake:

1. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
2. To undertake the project on BOOT basis for a period of 5 years, for the financial conditions as mentioned in the Price bid.
3. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)

We enclose herewith the complete Technical Bid as required by you. This includes:

1. This bid letter
2. Proposed detailed technical solution, details of equipment and services offered
3. Proposed Project Plan and Implementation Schedule
4. Schedule of delivery
5. Power of attorney in the name of the person signing the bid document
6. Manufacturer’s authorization form(s)
7. OEMs eligibility and other documents
8. Signed tender document

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by Bihar State Educational Infrastructure Development Corporation and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender.

There are no deviations from the terms and conditions of the tender.

We hereby certify the person signing the tender is the authorized by the bidder to sign the tender.

Bid Security in the form of a Bank Guarantee(s)/ Bank Draft(s) issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (bank), valid till \_\_\_/\_\_\_/\_\_\_\_\_ (dd/mm/yyyy), for an amount of **Rupees \_\_\_\_\_\_)** is enclosed in the cover containing Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us

|  |  |  |
| --- | --- | --- |
|  |  | **Signature of Bidder (with official seal)** |
|  | **Date** |  |
|  | **Name** |  |
|  | **Designation** |  |
|  | **Address** |  |
|  | **Telephone** |  |
|  | **Fax** |  |
|  | **E-mail address** |  |
| **Details of Enclosures:** |

## Appendix-2

## Bidder profile

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Details** |  |
| 1 | Name of the Firm |  |
| 2 | Registered Office addressTelephone NumberFax Numbere-mail |  |
| 3 | Correspondence/ contact address |  |
| 4 | Details of Contact person(Name, designation, address etc.)Telephone NumberFax Numbere-mail |  |
| 5 | Is the firm a registered company? If yes, submitDocumentary proof.Year and Place of the establishment of theCompany |  |
| 6 | Former name of the company, if any. |  |
| 7 | Is the firm* Government/ Public Sector Undertaking propriety firm
* partnership firm (if yes, give partnership deed)
* limited company or limited corporation
* member of a group of companies (if yes, give name and address, and description of other companies)
* subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.
 |  |
| 8 | Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate. |  |
| 9 | Is the firm registered for service tax with Service Tax department? If yes, Submit valid service tax registration certificate. |  |
| 10 | Is the firm registered under Labor Laws Contract Act? If yes, submit valid registration certificate. |  |
| 11 | Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers.Total number of employees |  |
| 12 | How many years has your organization been in business under your present name? What were your fields when you established your organization?When did you add new fields (if any)? |  |
| 13 | What type best describes your firm? (documentary proof to be submitted)· Manufacturer· Supplier· System Integrator· Consultant· Service Provider (pl. specify details)· Software Development· Total solution provider (Design, Supply, Integration, O&M)· IT Company |  |
| 14 | Number of Offices / Project Locations |  |
| 15 | Do you have a local representation /office in Bihar? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office |  |
| 16 | Do you intend to associate any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately. |  |
| 17 | Please give details of Key Technical andAdministrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certification attained (documentary proof to be submitted) |  |
| 20 | Is your organization has SEI –CMM / ISO 9001 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated. |  |
| 21 | List the major clients with whom your organization has been/ is currently associated. |  |
| 22 | Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same. |  |
| 23 | Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work) |  |
| 24 | In how many projects you were imposed penalties for delay? Please give details. |  |
| 25 | The bidder shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the bidder or any member of the Consortium. If nil, an undertaking from the bidder/ prime member of the consortium mentioning the same. |  |
| 26 | Whether your organization has Bank’s certificate of solvency. If yes, submit documentary proof. |  |
| 27 | Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details) |  |

## Appendix- 3

## Financial Information Summary

|  |  |  |  |
| --- | --- | --- | --- |
| **S. NO** | **Name of the Bidder** | **Turn Over ( Rs. Crores)** | **Total of 3 Financial Years** |
| **08-09** | **09-10** | **10-11** |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

### Note : Please enclose balance sheet and profile & Loss statement.

## Appendix- 4

## Manufacturer’s Authorization Form

Date: dd/mm/yyyy

To,

**Reference:**

Sir,

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(name and address of the manufacturer)* who are established and reputed manufacturers of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having factories at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(addresses of manufacturing locations)* do hereby authorize M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name and address of the bidder)* to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

Yours faithfully,

|  |
| --- |
| For and on behalf of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Name of the manufacturer)* |
| Signature |  |
| Name |  |
| Designation |  |
| Address |  |
| Date |  |
|  |  |
| **Directorate Seal** |

**Note**: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

## Appendix-5

## Bidder’s Experience

|  |
| --- |
| Assignment Name:  |
| Location within Country:  | Professional Staff Provided by Your Firm |
| Name of Client:  | No. of Staff:  |
| Address:  | No. of Staff-Months; duration of assignment |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services :  |
| Name of Associated Consultants, if any:  | No. of Months of Professional Staff, provided by Associated Consultants:  |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: |
| Narrative Description of Project: |
| Description of Actual Services Provided by Your consultant :  |

##

## Appendix-6

## Bid letter (Fianancial)

Date: dd/mm/yyyy

To,

**Reference:**

Sir,

We hereby declare that

1. We are the authorized agents of the manufacturers of the hardware equipment proposed in our solution.
2. That we / our principals (manufacturer) are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Bihar

We do hereby undertake that, in the event of acceptance of our bid, the supply of equipment and commencement of services shall be made as stipulated in the schedule of delivery forming a part of the attached technical bid..

In the event of acceptance of our bid, we do hereby undertake that:

1. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
2. To undertake the project on BOOT basis for a period of 5 years, for Financial Conditions as mentioned in the financial bid.
3. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges

and all sales/service taxes, Octroi and any local levies.

We enclose herewith the complete Commercial Bid as required by you. This includes:

1. This bid letter
2. Price Bid
3. Bill of Material

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by Bihar State Educational Infrastructure Development Corporation and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender.

There are no deviations from the terms and conditions of the tender.

We hereby certify that the person signing the tender is authorized by the bidder to sign the tender document.

Bid Security in the form of a Bank Guarantee(s)/ Bank Draft(s) issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (bank), valid till \_\_\_/\_\_\_/\_\_\_\_\_ (dd/mm/yyyy), for an amount of Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is enclosed in the cover containing Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

|  |  |  |
| --- | --- | --- |
|  |  | **Signature of Bidder (with official seal)** |
|  | **Date** |  |
|  | **Name** |  |
|  | **Designation** |  |
|  | **Address** |  |
|  | **Telephone** |  |
|  | **Fax** |  |
|  | **E-mail address** |  |
| **Details of Enclosures:** |

## Appendix -7

## Component wise pricing (One for One Zone)

**Brief particulars of the goods and services, which shall be supplied/ provided by the Bidder, are as under:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Item** | **Specification** | **To be filled by the Bidder** |
| **Unit/s per school** | **Price per School** | **Total number of schools in zone\_\_\_** | **Total Price**(Qty x Unit Price x No of Schools) |
| **In Figure** | **In words** |
| **(A)-Hardware, Software & Connected Accessories** |  |  |
| 1 | Desktop Computer (Windows based) | X86 architecture, 3.2GHz or higher with 4 dedicated Cores, Minimum 4MB L3 Cache, Compatible chipset with HD graphics, 4GB DDR3 RAM expandable to 16 GBPorts: 1 parallel, 1 Serial, 2 PS/2, 4 USB, 1 SVGA Jacks, 2 Free Full Height PCI slots, 2 SATA controllers 320 GB SATA HDD or higherDVD Combo Drive 18.5” TFT LCD Monitor, 107 Keys Keyboard (PS/2) Optical Scroll mouse with Pad (PS/2) Onboard 10/100/1000 Mbps Ethernet, HD Graphics on chipset, 300 Watt or above, Speaker set, Web Camera, dust cover | 2 |  |  |  |  |
| 2 | Access Device | * Multibox device which allows 6 users to share a single host PC through a share computing PC-Sharing kit (which includes one full height PCI Card, Virtualisation software, access devices with speaker output, PS/2 Mouse and PS.2 Keyboard output. SVGA Monitor output and RJ45 Connection Port.
* Each access device should be standalone equipment and not integrated with any peripheral like keyboard, mouse, monitor etc.
* Each user should have 18.5” wide TFT (TCO ‘05/FCC-B/CE/EPA/RoHS certified or equivalent), PS/2 Keyboard and PS/2 Mouse.
* The access device should be integrated with Host PC via CAT 6 cable with support up to 16mtr/32ft.

Each user should have independent desktop environment.User experience on shared terminal should be substantially the same as on the host PC (Boot time, Login Experience, Responsiveness (Mouse, Keyboard, application start-up and execution), Graphics/Multimedia, Logout.Power consumption of each access device should not exceed more than 1-2watts. | 9 |  |  |  |  |
| 3 | Anti VirusValid for whole period of 5 years. | Pre loaded Norton/McAfee/Dr S/Trend Micro/Quick Heal Licensed Version or equivalent | 2 |  |  |  |  |
| 4 | Laser printer,Scanner & Copier | Multi Functional Laser Printer with facility of print, scan, copy speed 16 PPM or higher, 1200 DPI, 64 MB RAM | 1 |  |  |  |  |
| 5 | Inter Net Services for Schools for 5 year period | Broad Band 512 Kbps Up to 2 Mbps Telecom Services Provider : BSNL / Other Indian Telecom Service Provide | 1 |  |  |  |  |
| 6 | Networking Components | Non-manageable Switch, Number of port in Switch-8 Data Switching Speed of Switch-100mbps CAT-6 UTP Cable (factory crimped) – as per requirements of the site, RJ 45 Connectors,Information Outlets with Surface mounting Box - As per requirements of the site. Laying of cable with conduit pipe – as per actual | 1 |  |  |  |  |
| 7 | Wall Clock | ISI mark (branded) | 1 |  |  |  |  |
| 8 | Genset | **3 KVA single phase Soundless generator** having: **I** ISO-9001:2000 & ISO014000 certification. **ii.** Fuel to be used for D.G sets must be **diesel****iii. Minimum output rating of 3 KVA** operations on single phase with automatic starting within one minute of power failure and a change over switch. It is the responsibility of the bidder to ensure that the generator supplied to school enables continuous running of all computers and equipment including printer, fans, lights etc inside the computer room during the four hours of computer teaching. **iv.** The output voltage of D.G set should vary within the specified limits of **plus or minus 10%.** | 1 |  |  |  |  |
| 9 | Furniture ( ISI Marks) | **Details about 1 School :**Computer Table:12 units (ISI Mark),600mm x 450mm x 725mm or better with sunmica top having facility for keeping CPU, Monitor, Keyboard and Mouse (pull out tray). Monitor should be fixed with tabletop to avoid damage. Chairs: 30 PVC/ Moulded Chair without arm (ISI Mark) | 42 |  |  |  |  |
| 10 | Site Preparation(approx300 sq feet) | Electrical Wiring, earthing, Room lighting (including Fan) Dust Free room With floor preparation using Vinyl flooring and False Ceiling, Mild Steel grills for door & windows.  | 1 |  |  |  |  |
| 11 | LCD TV40” or higher  | 40”or higher LCD TV with Composite AV Port (1 Video & 2 Audio), Brightness: Min. 450 cd/sq. mtrs, Dynamic contrast ratio 30000:1, Full HD 1080P, Resolution: 1920 x 1080, Inbuilt speakers of min. 10 + 10 watts or more, stereo sound, PC input, HDMI Interface, USB/DVI port as a feature to directly run JPG, MP3 & Video files from USB device, SVGA port. 178 degree viewing angleThis TV should be capable to be directly connected to a Computer for Audio-video use in school.This TV needs to be supplied with floor stand/ wall mount with VESA mount capable of horizontal & vertical mount of TV. (MS/SS structure), In case of floor stand should be at least 5 ft. from ground. | 1 |  |  |  |  |
| 12 | UPS for Desktop PCs & access devices with display units and printer with required battery backup for 5 years.  | 1000 VA, battery12V/7Ah x 2, Line Interactive UPS for single phase AC 145-280VAC input. ISO certified.Separate cabling (with caping casing) to be done for each Desktop/Access Device for the 2 UPS and one for LCD TV. | 3 |  |  |  |  |
| 13 | Voltage Stabilizer | 3.0 KVA Servo-Stabilizer. Input Range (110V-280V) single phase. | 1 |  |  |  |  |
| 14 | SoftwareOS | * Microsoft Windows 7 Professional AE OLP
 | 2 |  |  |  |  |
| 15 | SoftwareOffice Suite | * MS Office Professional PLUS (Under PIL)
 | 11 |  |  |  |  |
| **Total (A)** |  |
| **(B) –Education Services (Man Power etc. for 60 Months)** |
| **Sl.No.** | **ITEMS** | **SPECIFICATIONS** | **Number of Zone/District/Schools** | **Price** (for a period of 60 months) | **Total Price** (No. of Schools/District/ Zone x Price) |
| ***In Figure*** | **In Words** |
| 1 | Manpower | * One School Coordinator per School ( For 60 Months)
* Name of the Zone
 | No. of the schools in the Zone | Price per school  |  |  |
| * One District Coordinator per district ( For 60 Months)
* Name of the Zone
 | No. of the Districts in the Zone |  Price per District  |  |  |
| * One Project Manager Per Zone ( For 60 Months)
* Name of the Zone
 | 1 per Zone |  Price per Zone |  |  |
| 2 | **Computer education consumable** | * + 2000 Sheets of A4 size paper (Min 70 GSM) per year.
 | No. of the schools in the Zone | Price per school |  |  |
| * + 1 new cartridge and 2 refills per year per Lab for multifunctional printer.
 | No. of the schools in the Zone | Price per school |  |  |
| * + 50 Blank CDs (REWRITABLE) Per year
 | No. of the schools in the Zone | Price per school |  |  |
| 3 | **Genset consumable** | For running of the Genset for four Hours per working day for 60 months | No. of the schools in the Zone | Price per school |  |  |
|  |  | **Total (B)** |  |  |  |  |
|  |  | **Grand Total (A+B)** |  |  |  |  |

**WITNESS BIDDER**

**Signature Signature**

**Name Name**

**Designation Designation**

**Address Address**

**Date Date**

 **Seal**

## Appendix-8

## Bank Guarantee- for Earnest Money Deposit

**To**

**The Managing Director**

**Bihar State Educational Infrastructure Development Corporation**

**Government of Bihar**

**Shastri Nagar,**

**Patna**

Whereas ..........................(hereinafter called “the Bidder”) has submitted its Bid dated ...................... (Date of submission of Bid) for execution of ICT@School Project in terms of the Tender dated …………. issued by the Managing Director of Bihar State Educational Infrastructure Development Corporation, Patna (hereinafter called “the Bid”).

Whereas as per Clause 7 Section 3 of the Bid, the Bidder is required to furnish a bank guarantee as Earnest Money Deposit from a scheduled commercial bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder

(a) Withdraws its Bid proposal during the period of Bid validity specified by the Bidder on the Technical Proposal Cover Letter; or

(b) Having been notified of the acceptance of its Bid by the Managing Director, Education Department during the period of Bid Proposal validity:

(i) Fails or refuses to enter into the Contract; or

(ii) Fails or refuses to furnish the performance guarantee, in accordance with the Terms of Reference of the Tender document issued to the Bidders.

The Guarantor Bank shall immediately on demand pay the Managing Director, Education Department without any demur and without the Director, Bihar State Educational Infrastructure Development Corporation having to substantiate such demand a sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Educational Infrastructure Development Corporation, notwithstanding any objection or dispute that may exist or arise between the Managing Director, Education Department and the Bidder or any other person.

3. The demand of the Managing Director, Bihar State Educational Infrastructure Development Corporation on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.

4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Educational Infrastructure Development Corporation and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs --------------.

5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Educational Infrastructure Development Corporation.

6. To give full effect to the Guarantee contained herein, Managing Director, Bihar State Educational Infrastructure Development Corporation shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.

8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Educational Infrastructure Development Corporation in writing or up to and including One Hundred and Eighty (180) days after the period of the Bid Proposal validity, i.e. up to \_\_\_\_\_\_\_\_2012, and any demand in respect thereof should reach the Bank not later than the above date.

Dated ……………………. this ……………….. day …………..2012

Yours faithfully,

For and on behalf of the …………. Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

## Appendix-9

## Performance Bank Guarantee Format.

**To**

**The Managing Director**

Bihar State Educational Infrastructure Development Corporation

Government of Bihar

Patna

Whereas ...........................(hereinafter called “the Bidder”) has submitted its Bid dated ...................... (date of submission of Bid) for execution of ICT@ School Project and Facility Management Services in terms of the Tender dated …………. issued by the Managing Director of Education Department , Patna, (hereinafter called “the Bid”).

Whereas as per Section 5 Clause 5 of the Bid, the Bidder is required to furnish a bank guarantee as Performance Guarantee from a scheduled nationalised bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder

(a) having been notified of the acceptance of its Bid by the Managing Director, Bihar State Educational Infrastructure Development Corporation, during the period of Bid Proposal validity:

(i) fails to perform as per the contract obligations.

(ii) On invoking of Section 5 Clause 14 “Termination for Default”;

The Guarantor Bank shall immediately on demand pay the Managing Director, Bihar State Educational Infrastructure Development Corporation, Patna,, without any demur and without the Managing Director, Bihar State Educational Infrastructure Development Corporation having to substantiate such demand a sum of `\_\_\_\_ Lakhs (\_\_\_\_\_\_\_\_ Lakhs) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Educational Infrastructure Development Corporation, notwithstanding any objection or dispute that may exist or arise between the Managing Director, Bihar State Educational Infrastructure Development Corporation, and the Bidder or any other person.

3. The demand of the Managing Director, Bihar State Educational Infrastructure Development Corporation, on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.

4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Educational Infrastructure Development Corporation and our liability under this Guarantee shall be restricted to the Guaranteed Amount being ` \_\_\_ Lakhs (\_\_\_\_\_\_\_\_ Lakhs).

* 1. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Educational Infrastructure Development Corporation.
	2. To give full effect to the Guarantee contained herein, the Managing Director, Bihar State Educational Infrastructure Development Corporation, shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
	3. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
	4. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Educational Infrastructure Development Corporation, in writing or up to and including 5 year from the date of signing of contract, i.e. up to \_\_\_\_\_\_\_\_2016, and any demand in respect thereof should reach the Bank not later than the above date.

Dated ……………………. this ……………….. day …………..2012

Yours faithfully,

For and on behalf of the …………. Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank

**Note: To be executed at the time of Signing of Contract by the Selected Vendor**

## Appendix- 10

## Template for Pre-bid Conference queries / Clarifications.

RFP purchase no:

Date:

Name of the Bidder:

Address:

Telephone Nos:

Fax No:

Mobile No:

Email ID:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl No:** | **Particulars of the query / clarification** | **Clause No:\_\_ Section No:\_\_** | **Corresponding page no in the RFP Document** | **Remarks** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |

Authorized Signatory

Designation

NOTE: Bidders are requested to send their queries/clarifications through e-mail to bseidc@gmail.com prior to Pre-Bid date i.e. by 23rd December 2011.